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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

AUG 31 2020

BY   
JESSICA MORALES, DEPUTY

5 *Attorneys for Plaintiffs and the Class*

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 SANTIAGO GALLEGOS, individually, and  
on behalf of other members of the general  
12 public similarly situated; HENRY MIRANDA,  
individually, and on behalf of other members  
13 of the general public similarly situated and on  
behalf of other aggrieved employees pursuant  
14 to the California Private Attorneys General  
Act,

15 Plaintiffs,

16 v.

17 PNEUDRAULICS, INC., a California  
18 corporation; and DOES 1 through 100,  
inclusive,

19 Defendant.

Case No.: CIVDS1721082

Honorable David S. Cohn  
Department S26

**CLASS ACTION**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Date: August 31, 2020  
Time: 9:30 a.m.  
Department: S26

Complaint Filed: October 25, 2017  
FAC Filed: September 25, 2018  
Trial Date: None Set

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**BY FAX**

1 This matter has come before the Honorable David S. Cohn in Department S26 of the above-  
2 entitled Court, located at 247 West Third Street, San Bernardino 92401, on Plaintiffs Santiago  
3 Gallegos and Henry Miranda's (together, "Plaintiffs") Motion for Final Approval of Class Action  
4 Settlement, Attorneys' Fees, Costs, and Service Payments ("Motion for Final Approval").  
5 Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Baker & Hostetler LLP appeared on  
6 behalf of Defendant PneuDraulics, Inc. ("Defendant").

7 On March 10, 2020, the Court entered the Order Granting Preliminary Approval of Class  
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
9 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action  
10 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together  
11 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. All terms used herein shall have the same meaning as defined in the Settlement  
16 Agreement and the Preliminary Approval Order.

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
18 proceeding and over all parties to the Action.

19 3. The Court finds that the applicable requirements of California Code of Civil  
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
23 hereby defined to include:

24 All individuals employed by Defendant within the State of California in hourly,  
25 non-exempt positions at any time during the period from October 25, 2013  
through March 10, 2020 ("Class" or "Class Members").

26 4. The Notice of Class Action and PAGA Settlement ("Notice") that was provided to  
27 the Class Members, fully and accurately informed the Class Members of all material elements of  
28 the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek

1 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,  
2 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
3 California, the United States Constitution, due process and other applicable law. The Notice fairly  
4 and adequately described the Settlement and provided the Class Members with adequate  
5 instructions and a variety of means to obtain additional information.

6           5. Pursuant to California law, the Court hereby grants final approval of the Settlement  
7 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
8 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
9 investigation conducted by *Lawyers for Justice, PC* (“Class Counsel”); that the Settlement is the  
10 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
11 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
12 Court has considered all of the evidence presented, including evidence regarding the strength of  
13 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of  
14 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
15 completed; and the experience and views of Class Counsel. The Court has further considered the  
16 absence of objections to the Settlement and that only one (1) Class Member submitted a request  
17 for exclusion from the Settlement (“Request for Exclusion”). Accordingly, the Court hereby  
18 directs that the Settlement be affected in accordance with the Settlement Agreement and the  
19 following terms and conditions.

20           6. A full opportunity has been afforded to the Class Members to participate in the  
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
23 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
24 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval  
25 Order and Judgment.

26           7. The Court finds that payment of Settlement Administration Costs in the amount of  
27 \$8,500 is appropriate for the services performed and costs incurred and to be incurred for the notice  
28 and settlement administration process. It is hereby ordered that the Settlement Administrator,

1 Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of  
2 \$8,500, in accordance with the terms and methodology set forth in Settlement Agreement.

3 8. The Court finds that the Service Payments sought are fair and reasonable for the  
4 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement  
5 Administrator issue payment in the amount of ~~\$15,000~~<sup>\$7,500</sup> to Plaintiff Santiago Gallegos and in the  
6 amount of ~~\$10,000~~<sup>\$5,000</sup> to Plaintiff Henry Miranda for their Service Payments, according to the terms  
7 and methodology set forth in the Settlement Agreement.

8 9. The Court finds that the allocation of \$150,000 toward penalties under the  
9 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and  
10 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
11 Payment as follows: the amount of \$112,500 to the California Labor and Workforce Development  
12 Agency, and the amount of \$37,500 to be included in the Net Settlement Consideration for  
13 distribution to Settlement Class Members, according to the terms and methodology set forth in the  
14 Settlement Agreement.

15 10. The Court finds that the request for Attorneys’ Fees in the amount of ~~\$682,500~~<sup>\$1050,000</sup> to  
16 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
17 sought. The requested Attorneys’ Fees to Class Counsel are fair, reasonable, and appropriate, and  
18 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
19 amount of ~~\$682,500~~<sup>\$1050,000</sup> to Lawyers for Justice, PC for Attorneys’ Fees, in accordance with the terms  
20 and methodology set forth in the Settlement Agreement.

21 11. The Court finds that reimbursement of litigation costs and expenses in the amount  
22 of \$36,191.27 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
23 Settlement Administrator issue payment in the amount of \$36,191.27 to Class Counsel for  
24 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
25 forth in the Settlement Agreement.

26 12. The Court hereby enters Judgment by which Settlement Class Members shall be  
27 conclusively determined to have given a release of any and all Released Claims against the  
28 Released Parties, as set forth in the Settlement Agreement and Notice.

1           13. It is hereby ordered that Defendant shall deposit the Maximum Settlement  
2 Consideration into an account established by the Settlement Administrator within thirty (30)  
3 calendar days after the Effective Date, in accordance with the terms and methodology set forth in  
4 the Settlement Agreement.

5           14. It is hereby ordered that the Settlement Administrator shall distribute Individual  
6 Settlement Payments to the Settlement Class Members within forty-five (45) calendar days after  
7 the Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

8           15. Any and all checks issued to Settlement Class Members shall remain negotiable for  
9 a period of at least one hundred eighty (180) calendar days from the date of mailing, and a reminder  
10 postcard shall be mailed to any Settlement Class Member who has not deposited or cashed his or  
11 her Individual Settlement Payment check within ninety (90) calendar days from the date of  
12 mailing. The funds associated with any checks that remain uncashed or not deposited within ninety  
13 (90) calendar days after mailing the reminder notice will be tendered to the State Controller  
14 Unclaimed Property Division in accordance with California Unclaimed Property Law.

15           16. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
16 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
17 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
18 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
19 any dispute arising from or in connection with the distribution of settlement benefits.

20           17. Notice of entry of this Final Approval Order and Judgment shall be given to the  
21 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class  
22 Action Administration Solutions' website for a period of at least sixty (60) calendar days after the  
23 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

24  
25 Dated: \_\_\_\_\_

8-31-20

DAVID COHN

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HONORABLE DAVID S. COHN  
JUDGE OF THE SUPERIOR COURT